

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
MARSHALL DIVISION

GEOTAG, INC.

PLAINTIFF,

v.

NO. 2:10-CV-575-TJW

ROYAL PURPLE, INC.; A&W BRANDS, INC.;  
A&W RESTAURANTS, INC.; AGCO CORP.;  
AGRI-COVER, INC.; BOBCAT COMPANY;  
CATERPILLAR, INC.; CHURCH & DWIGHT  
CO., INC. D/B/A TROJAN BRAND CONDOMS  
D/B/A TROJAN; CUMMINS, INC.; DEERE &  
COMPANY; GATES THAT OPEN, LLC. D/B/A  
MIGHTY MULE; GOODRICH CORP.; GRACO,  
INC.; IAC/INTERACTIVECORP;  
KFC CORP.; KOHLER CO.; KUBOTA TRACTOR  
CORP.; LELY USA, INC.; LJS RESTAURANTS,  
INC.; LONG JOHN SILVER'S, INC.;  
MATCH.COM, LLC; MATCH.COM SN, L.L.C  
D/B/A SINGLESNET.COM; MATCH.COM, INC.;  
NATIONAL INTERLOCK SYSTEMS, INC.;  
OLDEMARK, LLC; PEOPLE MEDIA, INC. D/B/A  
BBPEOPLEMEET.COM D/B/A  
SINGLEPARENTMEET.COM D/B/A  
SENIORPEOPLEMEET.COM D/B/A  
BLACKPEOPLEMEET.COM;  
PIZZA HUT OF AMERICA, INC.;  
PIZZA HUT OF NORTH AMERICA, INC.;  
PIZZA HUT, INC.; PIZZA HUT, LTD.;  
REMINGTON ARMS COMPANY, INC.;  
RITE AID CORP.; SCHLOTSKY'S FRANCHISE,  
LLC; SERVICE MAGIC, INC.; SOLUTIA, INC.  
D/B/A GILA; SONIC CORP.; STIHL, INC.;  
TACO BELL CORP.; TACO BELL OF AMERICA,  
INC.; TEREX CORP.; THE BOEING CO.;  
VALSPAR CORP.; WENDY'S/ARBY'S GROUP,  
INC.; WENDY'S INTERNATIONAL, INC.;  
WENDY'S/ARBY'S RESTAURANTS, LLC;  
YUM! BRANDS, INC. D/B/A A&W D/B/A KFC  
D/B/A PIZZA HUT D/B/A TACO BELL D/B/A  
LONG JOHN SILVER'S; SAFEWAY, INC. D/B/A  
TOM THUMB; GFM HOLDINGS LLC;

GENUARDI'S FAMILY MARKETS LP D/B/A  
GENUARDI'S; RANDALL'S FOOD MARKETS,  
INC.; RANDALL'S FOOD & DRUGS LP;  
THE VONS COMPANIES, INC. D/B/A VONS;  
CARR-GOTTSTEIN FOODS CO. D/B/A CARR'S;  
THE KROGER CO.; DILLON COMPANIES, INC.  
D/B/A DILLON FOOD STORES D/B/A DILLONS  
D/B/A BAKER'S SUPERMARKETS D/B/A CITY  
MARKET D/B/A KING SOOPERS D/B/A  
GERBES SUPERMARKETS; FOOD 4 LESS GM,  
INC.; FOOD 4 LESS HOLDINGS, INC.;  
FRED MEYER STORES, INC. D/B/A QUALITY  
FOOD CENTERS D/B/A QFC; KROGER  
LIMITED PARTNERSHIP I D/B/A JAYC FOOD  
STORES; KROGER LIMITED PARTNERSHIP II;  
KROGER TEXAS L.P.; PAY LESS SUPER  
MARKETS, INC. D/B/A PAY LESS FOOD  
MARKET; RALPHS GROCERY COMPANY  
D/B/A RALPHS D/B/A FOOD 4 LESS D/B/A  
FOODS CO.; SMITH'S FOOD & DRUG  
CENTERS, INC. D/B/A SMITH'S FOOD & DRUG  
STORES D/B/A SMITH'S D/B/A FRY'S FOOD  
STORES,

DEFENDANTS.

JURY TRIAL DEMANDED

**AMENDED COMPLAINT FOR PATENT INFRINGEMENT**

Plaintiff GEOTAG, INC. files this Amended Complaint against ROYAL PURPLE, INC.; AGCO CORP.; AGRI-COVER, INC.; A&W BRANDS, INC.; A&W RESTAURANTS, INC.; BOBCAT COMPANY; CATERPILLAR, INC.; CHURCH & DWIGHT CO., INC. D/B/A TROJAN BRAND CONDOMS D/B/A TROJAN; CUMMINS, INC.; DEERE & COMPANY; GATES THAT OPEN, LLC. D/B/A MIGHTY MULE; GOODRICH CORP.; GRACO, INC.; IAC/INTERACTIVECORP; KFC CORP.; KOHLER CO.; KUBOTA TRACTOR CORP.; LELY USA, INC.; LJS RESTAURANTS, INC.; LONG JOHN SILVER'S, INC.; MATCH.COM, LLC; MATCH.COM SN, L.L.C D/B/A SINGLESNET.COM; MATCH.COM, INC.; NATIONAL INTERLOCK SYSTEMS, INC.; OLDEMARK, LLC; PEOPLE MEDIA, INC. D/B/A BBPEOPLEMEET.COM D/B/A SINGLEPARENTMEET.COM D/B/A

SENIORPEOPLEMEET.COM D/B/A BLACKPEOPLEMEET.COM; PIZZA HUT OF AMERICA, INC.; PIZZA HUT OF NORTH AMERICA, INC.; PIZZA HUT, INC.; PIZZA HUT, LTD.; REMINGTON ARMS COMPANY, INC.; RITE AID CORP.; SCHLOTSKY'S FRANCHISE, LLC; SERVICE MAGIC, INC.; SOLUTIA, INC. D/B/A GILA; SONIC CORP.; STIHL, INC.; TACO BELL CORP.; TACO BELL OF AMERICA, INC.; TEREX CORP.; THE BOEING CO.; VALSPAR CORP.; WENDY'S/ARBY'S GROUP, INC.; WENDY'S INTERNATIONAL, INC.; WENDY'S/ARBY'S RESTAURANTS, LLC; YUM! BRANDS, INC. D/B/A A&W D/B/A KFC D/B/A PIZZA HUT D/B/A TACO BELL D/B/A LONG JOHN SILVER'S; SAFEWAY, INC. D/B/A TOM THUMB; GFM HOLDINGS LLC; GENUARDI'S FAMILY MARKETS LP D/B/A GENUARDI'S; RANDALL'S FOOD MARKETS, INC.; RANDALL'S FOOD & DRUGS LP; THE VONS COMPANIES, INC. D/B/A VONS; CARR-GOTTSTEIN FOODS CO. D/B/A CARR'S; THE KROGER CO.; DILLON COMPANIES, INC. D/B/A DILLON FOOD STORES D/B/A DILLONS D/B/A BAKER'S SUPERMARKETS D/B/A CITY MARKET D/B/A KING SOOPERS D/B/A GERBES SUPERMARKETS; FOOD 4 LESS GM, INC.; FOOD 4 LESS HOLDINGS, INC.; FRED MEYER STORES, INC. D/B/A QUALITY FOOD CENTERS D/B/A QFC; KROGER LIMITED PARTNERSHIP I D/B/A JAYC FOOD STORES; KROGER LIMITED PARTNERSHIP II; KROGER TEXAS L.P.; PAY LESS SUPER MARKETS, INC. D/B/A PAY LESS FOOD MARKET; RALPHS GROCERY COMPANY D/B/A RALPHS D/B/A FOOD 4 LESS D/B/A FOODS CO.; SMITH'S FOOD & DRUG CENTERS, INC. D/B/A SMITH'S FOOD & DRUG STORES D/B/A SMITH'S D/B/A FRY'S FOOD STORES (collectively "Defendants"), as follows:

**PARTIES**

1. Plaintiff GEOTAG, INC. (“GEOTAG” or “Plaintiff”) is a Delaware Corporation with a place of business in Plano, Texas.

2. On information and belief, Defendant ROYAL PURPLE, INC. (“ROYAL”) has a place of business in Houston, Texas.

3. On information and belief, Defendant A&W BRANDS, INC. has a place of business in Lewisville, Kentucky.

4. On information and belief, Defendant A&W RESTAURANTS, INC. has a place of business in Lewisville, Kentucky. Hereinafter A&W BRANDS, INC. and A&W RESTAURANTS, INC. are collectively referred to as “A&W.”

5. On information and belief, Defendant AGCO CORP. (“AGCO”) has a place of business in Deluth, Georgia.

6. On information and belief, Defendant AGRI-COVER, INC. (“AGRI-COVER”) has a place of business in Jamestown, North Dakota.

7. On information and belief, Defendant BOBCAT COMPANY (“BOBCAT”) has a place of business in West Fargo, North Dakota.

8. On information and belief, Defendant CATERPILLAR, INC. (“CAT”) has a place of business in Peoria, Illinois.

9. On information and belief, Defendant CHURCH & DWIGHT CO., INC. D/B/A TROJAN BRAND CONDOMS D/B/A TROJAN (“TROJAN”) has a place of business in Princeton, New Jersey.

10. On information and belief, Defendant CUMMINS, INC. (“CUMMINS”) has a place of business in Columbus, Indiana.

11. On information and belief, Defendant DEERE & COMPANY (“DEERE”) has a place of business in Moline, Illinois.

12. On information and belief, Defendant GATES THAT OPEN, LLC. D/B/A MIGHTY MULE (“MIGHTY MULE”) has a place of business in Tallahassee, Florida.

13. On information and belief, Defendant GOODRICH CORP. (“GOODRICH”) has a place of business in Charlotte, North Carolina.

14. On information and belief, Defendant GRACO, INC. (“GRACO”) has a place of business in Minneapolis, Minnesota.

15. On information and belief, Defendant IAC/INTERACTIVECORP has a place of business in New York, New York.

16. On information and belief, Defendant KFC CORP. (“KFC”) has a place of business in Louisville, Kentucky.

17. On information and belief, Defendant KOHLER CO. (“KOHLER”) has a place of business in Kohler, Wisconsin.

18. On information and belief, Defendant KUBOTA TRACTOR CORP. (“KUBOTA”) has a place of business in Torrance, California.

19. On information and belief, Defendant LELY USA, INC. (“LELY”) has a place of business in Pella, Iowa.

20. On information and belief, Defendant LJS RESTAURANTS, INC. (“LJS”) has a place of business in Louisville, Kentucky.

21. On information and belief, Defendant LONG JOHN SILVER'S, INC. has a place of business in Louisville, Kentucky. Hereinafter LJS and LONG JOHN SILVERS, INC. are collectively referred to as “LONG JOHN'S.”

22. On information and belief, Defendant MATCH.COM, LLC has a place of business in Dallas, Texas.

23. On information and belief, Defendant MATCH.COM SN, L.L.C D/B/A SINGLESNET.COM (“MATCH SN”) has a place of business in Dallas, Texas.

24. On information and belief, Defendant MATCH.COM, INC. has a place of business in Dallas, Texas. Hereinafter Match.com LLC and Match.com, Inc. are collectively referred to as “MATCH.”

25. On information and belief, Defendant NATIONAL INTERLOCK SYSTEMS, INC. (“INTERLOCK”) has a place of business in Columbus, Ohio

26. On information and belief, Defendant OLDEMARK, LLC (“OLDEMARK”) has a place of business in Atlanta, Georgia.

27. On information and belief, Defendant PEOPLE MEDIA, INC. D/B/A BBPEOPLEMEET.COM D/B/A SINGLEPARENTMEET.COM D/B/A SENIORPEOPLEMEET.COM D/B/A BLACKPEOPLEMEET.COM (“PEOPLE MEDIA”) has a place of business in Dallas, Texas.

28. On information and belief, Defendant PIZZA HUT OF AMERICA, INC. (“PHOA”) has a place of business in Dallas, Texas.

29. On information and belief, Defendant PIZZA HUT OF NORTH AMERICA, INC. (“PHONA”) has a place of business in Dallas, Texas.

30. On information and belief, Defendant PIZZA HUT, INC. (“PHI”) has a place of business in Dallas, Texas.

31. On information and belief, Defendant PIZZA HUT, LTD. (“PHL”) has a place of business in Dallas, Texas. Hereinafter PHOA, PHONA, PHI and PHL are collectively referred to as “PIZZA HUT.”

32. On information and belief, Defendant REMINGTON ARMS COMPANY, INC. (“Remington”) has a place of business in Madison, North Carolina.

33. On information and belief, Defendant RITE AID CORP. (“RITE AID”) has a place of business in Camp Hill, Pennsylvania.

34. On information and belief, Defendant SCHLOTSKY'S FRANCHISE, LLC (“SCHLOTSKY'S”) has a place of business in Austin, Texas

35. On information and belief, Defendant SERVICE MAGIC, INC. (“SERVICE MAGIC”) has a place of business in Golden, Colorado. Hereinafter IAC/INTERACTIVECORP, MATCH, MATCH SN, PEOPLE MEDIA and SERVICE MAGIC are collectively referred to as “IAC.”

36. On information and belief, Defendant SOLUTIA, INC. D/B/A GILA (“GILA”) has a place of business in St. Louis, Missouri.

37. On information and belief, Defendant SONIC CORP. (“SONIC”) has a place of business in Oklahoma City, Oklahoma.

38. On information and belief, Defendant STIHL, INC. (“STIHL”) has a place of business in Virginia Beach, Virginia.

39. On information and belief, Defendant TACO BELL CORP. (“TCB”) has a place of business in Irvine, California.

40. On information and belief, Defendant TACO BELL OF AMERICA, INC. (“TBOA”) has a place of business in Irvine, California. Hereinafter “TCB” and “TBOA” are collectively referred to as “TACO BELL.”

41. On information and belief, Defendant TEREX CORP. (“TEREX”) has a place of business in Westport, Connecticut.

42. On information and belief, Defendant THE BOEING CO. (“BOEING”) has a place of business in Chicago, Illinois.

43. On information and belief, Defendant VALSPAR CORP. (“VALSPAR”) has a place of business in Chicago, Illinois.

44. On information and belief, Defendant WENDY'S/ARBY'S GROUP, INC. (“WAG”) has a place of business in Atlanta, Georgia.

45. On information and belief, Defendant WENDY'S INTERNATIONAL, INC.; (“WII”) has a place of business in Atlanta, Georgia.

46. On information and belief, Defendant WENDY'S/ARBY'S RESTAURANTS, LLC (“WAR”) has a place of business in Atlanta, Georgia. Hereinafter OLDEMARK, WAG, WII and WAR are collectively referred to as “WENDY'S.”

47. On information and belief, Defendant YUM! BRANDS, INC. D/B/A A&W D/B/A KFC D/B/A PIZZA HUT D/B/A TACO BELL D/B/A LONG JOHN SILVER'S (“YBI”) has a place of business in Louisville, Kentucky. Hereinafter A&W, KFC, LONG JOHN'S, PIZZA HUT, TACO BELL and YBI are collectively referred to as “YUM BRANDS.”

48. On information and belief, Defendant SAFEWAY, INC. D/B/A TOM THUMB (“SAFEWAY, INC.”) has a place of business in Pleasanton, California.

49. On information and belief, Defendant GFM HOLDINGS LLC has a place of business in East Norriton Township, Pennsylvania.

50. On information and belief, Defendant GENUARDI'S FAMILY MARKETS LP D/B/A GENUARDI'S has a place of business in East Norriton Township, Pennsylvania. Hereinafter GFM HOLDINGS LLC and GENUARDI'S FAMILY MARKETS LP D/B/A GENUARDI'S are collectively referred to as "GENUARDI'S."

51. On information and belief, Defendant RANDALL'S FOOD MARKETS, INC. has a place of business in Houston, Texas.

52. On information and belief, Defendant RANDALL'S FOOD & DRUGS LP; has a place of business in Houston, Texas. Hereinafter RANDALL'S FOOD MARKETS, INC. and RANDALL'S FOOD & DRUGS LP are collectively referred to as "RANDALL'S."

53. On information and belief, Defendant THE VONS COMPANIES, INC. D/B/A VONS ("VONS") has a place of business in Arcadia, California.

54. On information and belief, Defendant CARR-GOTTSTEIN FOODS CO. D/B/A CARR'S ("CARR'S") has a place of business in Anchorage, Alaska. Hereinafter SAFEWAY, INC.; GENUARDI'S; RANDALL'S; CARR'S are collectively referred to as "SAFEWAY."

55. On information and belief, Defendant THE KROGER CO. has a place of business in Cincinnati, Ohio.

56. On information and belief, Defendant DILLON COMPANIES, INC. D/B/A DILLON FOOD STORES D/B/A DILLONS D/B/A BAKER'S SUPERMARKETS D/B/A CITY MARKET D/B/A KING SOOPERS D/B/A GERBES SUPERMARKETS ("DILLON") has a place of business in Hutchinson, Kansas.

57. On information and belief, Defendant FOOD 4 LESS GM, INC. has a place of business in Cincinnati, Ohio.

58. On information and belief, Defendant FOOD 4 LESS HOLDINGS, INC. has a place of business in Cincinnati, Ohio. Hereinafter FOOD 4 LESS GM, INC. and FOOD 4 LESS HOLDINGS, INC. are collectively referred to as “FOOD 4 LESS.”

59. On information and belief, Defendant FRED MEYER STORES, INC. D/B/A QUALITY FOOD CENTERS D/B/A QFC (“FRED MEYER”) has a place of business in Portland, Oregon.

60. On information and belief, Defendant KROGER LIMITED PARTNERSHIP I D/B/A JAYC FOOD STORES has a place of business in Cincinnati, Ohio.

61. On information and belief, Defendant KROGER LIMITED PARTNERSHIP II has a place of business in Cincinnati, Ohio.

62. On information and belief, Defendant KROGER TEXAS L.P. has a place of business in Texas.

63. On information and belief, Defendant PAY LESS SUPER MARKETS, INC. d/b/a PAY LESS FOOD MARKET (“PAY LESS”) has a place of business in Lafayette, Indiana.

64. On information and belief, Defendant RALPHS GROCERY COMPANY D/B/A RALPHS D/B/A FOOD 4 LESS D/B/A FOODS CO. (“RALPHS”) has a place of business in Compton, California.

65. On information and belief, Defendant SMITH’S FOOD & DRUG CENTERS, INC. D/B/A SMITH’S FOOD & DRUG STORES D/B/A SMITH’S D/B/A FRY’S FOOD STORES (“SMITH’S”) has a place of business in Cincinnati, Ohio. Hereinafter THE KROGER CO.; DILLON; FOOD 4 LESS; FRED MEYER; KROGER LIMITED PARTNERSHIP I D/B/A

JAYC FOOD STORES; KROGER LIMITED PARTNERSHIP II; KROGER TEXAS L.P.; PAY LESS; RALPH'S and SMITH'S are collectively referred to as "KROGER."

**JURISDICTION AND VENUE**

66. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a). On information and belief, the Defendants are subject to this Court's specific and general personal jurisdiction, pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this forum, including related to the infringements alleged herein. Further, on information and belief, Defendants have interactive websites comprising infringing methods and apparatuses which are at least used in and/or accessible in this forum. Further, on information and belief, Defendants are subject to the Court's general jurisdiction, including from regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to persons or entities in Texas.

67. Venue is proper in this district under 28 U.S.C. §§ 1391(b), 1391(c) and 1400(b). Without limitation, on information and belief, Defendants are subject to personal jurisdiction in this district. On information and belief, the Defendants are subject to this Court's specific and general personal jurisdiction in this district, pursuant to due process and/or the Texas Long Arm Statute, due at least to their substantial business in this district, including related to the infringements alleged herein. Further, on information and belief, Defendants have interactive websites comprising infringing methods and apparatuses which are at least used in and/or accessible in this district. Further, on information and belief, Defendants are subject to the Court's general jurisdiction in this district, including from regularly doing or soliciting business,

engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to persons or entities in this district.

68. Further, venue of this action is appropriate and convenient because this Court previously heard a parallel action for infringement of the same ‘474 patent in *Geomas (International), Ltd., et al. vs. Idearc Media Services-West, Inc., et al.*, Civil Action No. 2:06-CV-00475-CE (“the Geomas Lawsuit”). In the Geomas Lawsuit this Court considered and construed the terms and claims of the ‘474 patent, as set forth in the Court’s Memorandum Opinion and Order issued on November 20, 2008.

**COUNT I**

**INFRINGEMENT OF U.S. PATENT NO. 5,930,474**

69. United States Patent No. 5,930,474 (the “‘474 patent”), entitled “Internet Organizer for Accessing Geographically and Topically Based Information,” duly and legally issued on July 27, 1999.

70. GEOTAG is the assignee of the ‘474 Patent and it has standing to bring this lawsuit for infringement of the ‘474 Patent.

71. The claims of the ‘474 Patent cover, *inter alia*, systems and methods which comprise associating on-line information with geographic areas, such systems and methods comprising computers, an organizer, and a search engine configured to provide a geographical search area wherein at least one entry associated with a broader geographical area is dynamically replicated into at least one narrower geographical area, the search engine further configured to search topics within the selected geographical search area.

72. On information and belief, all Defendants named herein have infringed the ‘474 patent pursuant to 35 U.S.C. § 271 through actions comprising the making, using, selling and/or

offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent.

73. On information and belief, the website at [www.royalpurple.com](http://www.royalpurple.com) is hosted by ROYAL and/or on behalf of ROYAL.

74. On information and belief, ROYAL has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent. On information and belief, such systems and methods comprise where to buy at [www.royalpurple.com](http://www.royalpurple.com).

75. On information and belief, the website at [www.awrestaurants.com](http://www.awrestaurants.com) is hosted by A&W and/or on behalf of A&W.

76. On information and belief, A&W has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent. On information and belief, such systems and methods comprise the restaurant finder at [www.awrestaurants.com](http://www.awrestaurants.com).

77. On information and belief, the website at [www.agco.com](http://www.agco.com) is hosted by AGCO and/or on behalf of AGCO.

78. On information and belief, AGCO has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the

United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.agco.com](http://www.agco.com).

79. On information and belief, the website at [www.agricover.com](http://www.agricover.com) is hosted by AGRI-COVER and/or on behalf of AGRI-COVER.

80. On information and belief, AGRI-COVER has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the find a dealer at [www.agricover.com](http://www.agricover.com).

81. On information and belief, the website at [www.bobcat.com](http://www.bobcat.com) is hosted by BOBCAT and/or on behalf of BOBCAT.

82. On information and belief, BOBCAT has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.bobcat.com](http://www.bobcat.com).

83. On information and belief, the website at [www.boeing.com](http://www.boeing.com) is hosted by BOEING and/or on behalf of BOEING.

84. On information and belief, BOEING has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in

the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the job search at [www.boeing.com](http://www.boeing.com).

85. On information and belief, the website at [www.caterpillar.com](http://www.caterpillar.com) is hosted by CAT and/or on behalf of CAT.

86. On information and belief, the website at [www.cat.com](http://www.cat.com) is hosted by CAT and/or on behalf of CAT.

87. On information and belief, CAT has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.caterpillar.com](http://www.caterpillar.com) and/or [www.cat.com](http://www.cat.com).

88. On information and belief, the website at [www.cummins.com](http://www.cummins.com) is hosted by CUMMINS and/or on behalf of CUMMINS.

89. On information and belief, CUMMINS has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the service locator at [www.cummins.com](http://www.cummins.com).

90. On information and belief, the website at [www.deere.com](http://www.deere.com) is hosted by DEERE and/or on behalf of DEERE.

91. On information and belief, DEERE has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.deere.com](http://www.deere.com) and/or [www.johndeere.com](http://www.johndeere.com).

92. On information and belief, the websites at [www.bbpeoplemeet.com](http://www.bbpeoplemeet.com), [www.blackpeoplemeet.com](http://www.blackpeoplemeet.com), [www.loveandseek.com](http://www.loveandseek.com), [www.match.com](http://www.match.com), [www.seniorpeoplemeet.com](http://www.seniorpeoplemeet.com), [www.servicemagic.com](http://www.servicemagic.com), [www.singleparentmeet.com](http://www.singleparentmeet.com) and/or [www.singlesnet.com](http://www.singlesnet.com) are hosted by IAC/INTERACTIVECORP and/or on behalf of IAC/INTERACTIVECORP.

93. Alternatively, on information and belief, the websites at [www.bbpeoplemeet.com](http://www.bbpeoplemeet.com), [www.blackpeoplemeet.com](http://www.blackpeoplemeet.com), [www.loveandseek.com](http://www.loveandseek.com), [www.match.com](http://www.match.com), [www.seniorpeoplemeet.com](http://www.seniorpeoplemeet.com), [www.singleparentmeet.com](http://www.singleparentmeet.com) and/or [www.singlesnet.com](http://www.singlesnet.com) are hosted by PEOPLE MEDIA and/or on behalf of PEOPLE MEDIA.

94. Alternatively, on information and belief, the websites at [www.match.com](http://www.match.com) and/or [www.singlesnet.com](http://www.singlesnet.com) is hosted by MATCH and/or on behalf of MATCH.

95. Alternatively, on information and belief, the website at [www.singlesnet.com](http://www.singlesnet.com) is hosted by MATCH and/or on behalf of MATCH.

96. On information and belief, IAC has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On

information and belief, such systems and methods comprise find the Gila retailer nearest you at  
www.bbpeoplemeet.com, www.blackpeoplemeet.com, www.loveandseek.com,  
www.match.com, www.seniorpeoplemeet.com, www.servicemagic.com,  
www.singleparentmeet.com and www.singlesnet.com.

97. 1. On information and belief, the website at www.gilafilms.com is hosted by GILA and/or on behalf of GILA.

98. On information and belief, GILA has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise find the Gila retailer nearest you at www.gilafilms.com.

99. On information and belief, the website at www.goodrich.com is hosted by GOODRICH and/or on behalf of GOODRICH.

100. On information and belief, GOODRICH has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the locations guide at www.goodrich.com.

101. On information and belief, the website at www.graco.com is hosted by GRACO and/or on behalf of GRACO.

102. On information and belief, GRACO has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise where to buy at [www.graco.com](http://www.graco.com).

103. On information and belief, the website at [www.nationalinterlock.com](http://www.nationalinterlock.com) is hosted by INTERLOCK and/or on behalf of INTERLOCK.

104. On information and belief, INTERLOCK has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise installation locations at [www.nationalinterlock.com](http://www.nationalinterlock.com).

105. On information and belief, the website at [www.kohlerengines.com](http://www.kohlerengines.com) is hosted by KOHLER and/or on behalf of KOHLER.

106. On information and belief, KOHLER has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the service and dealer locator at [www.kohlerengines.com](http://www.kohlerengines.com).

107. On information and belief, the website at [www.kubota.com](http://www.kubota.com) is hosted by KUBOTA and/or on behalf of KUBOTA.

108. On information and belief, KUBOTA has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.kubota.com](http://www.kubota.com).

109. On information and belief, the website at [www.lely.com](http://www.lely.com) is hosted by LELY and/or on behalf of LELY.

110. On information and belief, LELY has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.lely.com](http://www.lely.com).

111. On information and belief, the website at [www.mightymule.com](http://www.mightymule.com) is hosted by MIGHTY MULE and/or on behalf of MIGHTY MULE.

112. On information and belief, MIGHTY MULE has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise where to purchase at [www.mightymule.com](http://www.mightymule.com).

113. On information and belief, the website at [www.remington.com](http://www.remington.com) is hosted by REMINGTON and/or on behalf of REMINGTON.

114. On information and belief, REMINGTON has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent. On information and belief, such systems and methods comprise find a retailer at [www.remington.com](http://www.remington.com).

115. On information and belief, the website at [www.riteaid.com](http://www.riteaid.com) is hosted by RITE AID and/or on behalf of RITE AID.

116. On information and belief, RITE AID has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent. On information and belief, such systems and methods comprise the store locator at [www.riteaid.com](http://www.riteaid.com)

117. On information and belief, the website at [www.schlotskys.com](http://www.schlotskys.com) is hosted by SCHLOTSKY’S and/or on behalf of SCHLOTSKY’S.

118. On information and belief, SCHLOTSKY’S has infringed the ‘474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the ‘474 patent. On information and belief, such systems and methods comprise find your Schlotsky’s at [www.schlotskys.com](http://www.schlotskys.com).

119. On information and belief, the website at [www.sonicdrivein.com](http://www.sonicdrivein.com) is hosted by SONIC and/or on behalf of SONIC.

120. On information and belief, SONIC has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise find a sonic at [www.sonicdrivein.com](http://www.sonicdrivein.com).

121. On information and belief, the website at [www. stihlusa.com](http://www.stihlusa.com) is hosted by STIHL and/or on behalf of STIHL.

122. On information and belief, STIHL has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer locator at [www.stihlusa.com](http://www.stihlusa.com)

123. On information and belief, the website at [www.terex.com](http://www.terex.com) is hosted by TEREX and/or on behalf of TEREX.

124. On information and belief, TEREX has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the dealer search at [www.terex.com](http://www.terex.com).

125. On information and belief, the website at [www. trojancondoms.com](http://www.trojancondoms.com) is hosted by TROJAN and/or on behalf of TROJAN.

126. On information and belief, TROJAN has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the product finder at [www.trojancondoms.com](http://www.trojancondoms.com).

127. On information and belief, the website at [www. valsparpaint.com](http://www.valsparpaint.com) is hosted by VALSPAR and/or on behalf of VALSPAR.

128. On information and belief, VALSPAR has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the locate a Valspar retailer at [www.valsparpaint.com](http://www.valsparpaint.com).

129. On information and belief, the website at [www. wendys.com](http://www.wendys.com) is hosted by WENDY'S and/or on behalf of WENDY'S.

130. On information and belief, WENDY'S has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise find a Wendy's at [www.wendys.com](http://www.wendys.com).

131. On information and belief, the websites at www.tacobell.com; www.kfc.com; www.pizzahut.com; www.longjohnsilvers.com and/or www.awrestaurants.com are hosted by YUM BRANDS and/or on behalf of YUM BRANDS.

132. On information and belief, the websites at www.tacobell.com; www.kfc.com; www.pizzahut.com; www.longjohnsilvers.com and/or www.awrestaurants.com are hosted by YBI and/or on behalf of YBI.

133. Alternatively, on information and belief, the website at www.tacobell.com; is hosted by TACO BELL and/or on behalf of TACO BELL.

134. Alternatively, on information and belief, the website at www.kfc.com is hosted by KFC and/or on behalf of KFC.

135. Alternatively, on information and belief, the website at www.pizzahut.com is hosted by PIZZA HUT and/or on behalf of PIZZA HUT.

136. Alternatively, on information and belief, the website at www.longjohnsilvers.com is hosted by LONG JOHN'S.

137. Alternatively, on information and belief, the website at www.awrestaurants.com is hosted by A&W and/or on behalf of A&W.

138. On information and belief, YUM BRANDS has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the restaurant locators at www.tacobell.com; www.kfc.com; www.pizzahut.com; www.longjohnsilvers.com and/or www.awrestaurants.com.

139. On information and belief, the websites at www.kroger.com; www.dillons.com; www.bakersplus.com; www.citymarket.com; www.kingsoopers.com; www.gerbes.com; www.food4less.com; www.fredmeyer.com; www.qfc.com; www.jaycfoods.com; www.pay-less.com; www.ralphs.com; www.foodsco.net; www.smithsfoodanddrug.com and/or www.frysfood.com are hosted by KROGER and/or on behalf of KROGER.

140. Alternatively, on information and belief, the website at www.kroger.com is hosted by KROGER and/or on behalf of KROGER.

141. Alternatively, on information and belief, the website at www.dillons.com is hosted by DILLON and/or on behalf of DILLON.

142. Alternatively, on information and belief, the website at www.food4less.com is hosted by FOOD 4 LESS and/or on behalf of FOOD 4 LESS.

143. Alternatively, on information and belief, the website at www.pay-less.com is hosted by PAY LESS and/or on behalf of PAY LESS.

144. Alternatively, on information and belief, the website at www.fredmeyer.com is hosted by FRED MEYER and/or on behalf of FRED MEYER.

145. Alternatively, on information and belief, the website at www.ralphs.com is hosted by RALPHS and/or on behalf of RALPHS.

146. Alternatively, on information and belief, the website at www.smithsfoodanddrug.com is hosted by SMITH'S and/or on behalf of SMITH'S.

147. On information and belief, KROGER has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On

information and belief, such systems and methods comprise the store locators at [www.kroger.com](http://www.kroger.com); [www.dillons.com](http://www.dillons.com); [www.bakersplus.com](http://www.bakersplus.com); [www.citymarket.com](http://www.citymarket.com); [www.kingsoopers.com](http://www.kingsoopers.com); [www.gerbes.com](http://www.gerbes.com); [www.food4less.com](http://www.food4less.com); [www.fredmeyer.com](http://www.fredmeyer.com); [www.qfc.com](http://www.qfc.com); [www.jaycfoods.com](http://www.jaycfoods.com); [www.pay-less.com](http://www.pay-less.com); [www.ralphs.com](http://www.ralphs.com); [www.foodsco.net](http://www.foodsco.net); [www.smithsfoodanddrug.com](http://www.smithsfoodanddrug.com) and/or [www.frysfood.com](http://www.frysfood.com).

148. On information and belief, the websites at [www.safeway.com](http://www.safeway.com) and/or [www.tomthumb.com](http://www.tomthumb.com) are hosted by SAFEWAY and/or on behalf of SAFEWAY.

149. Alternatively, on information and belief, the website at [www.genuardis.com](http://www.genuardis.com) are hosted by GENUARDIS and/or on behalf of GENUARDIS.

150. Alternatively, on information and belief, the website at [www.randalls.com](http://www.randalls.com) are hosted by RANDALLS and/or on behalf of RANDALLS.

151. Alternatively, on information and belief, the website at [www.vons.com](http://www.vons.com) are hosted by VONS and/or on behalf of VONS.

152. Alternatively, on information and belief, the website at [www.carrs.com](http://www.carrs.com) are hosted by CARRS and/or on behalf of CARRS.

153. On information and belief, SAFEWAY has infringed the '474 patent in violation of 35 U.S.C. § 271 through actions comprising the making, using, selling and/or offering for sale in the United States systems and methods which comprise associating on-line information with geographic areas and which are covered by one or more claims of the '474 patent. On information and belief, such systems and methods comprise the store locators at [www.safeway.com](http://www.safeway.com); [www.tomthumb.com](http://www.tomthumb.com); [www.genuardis.com](http://www.genuardis.com); [www.randalls.com](http://www.randalls.com); [www.vons.com](http://www.vons.com) and/or [www.carrs.com](http://www.carrs.com).

154. To the extent that facts learned during the pendency of this case show that Defendants' infringement is, or has been willful, GEOTAG reserves the right to request such a finding and enhanced damages at time of trial.

155. As a result of Defendants' infringing conduct, Defendants have damaged GEOTAG. Defendants are liable to GEOTAG in an amount that adequately compensates GEOTAG for their infringement, which, by law, can be no less than a reasonable royalty.

**PRAAYER FOR RELIEF**

WHEREFORE, GEOTAG respectfully requests that this Court enter:

1. A judgment in favor of GEOTAG that Defendants have infringed the '474 patent;
2. A permanent injunction enjoining Defendants, and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '474 patent;
3. A judgment and order requiring Defendants to pay GEOTAG its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '474 patent as provided under 35 U.S.C. § 284;
4. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285, and awarding to GEOTAG its reasonable attorneys' fees; and
5. Any and all other relief to which GEOTAG may show itself to be entitled.

**DEMAND FOR JURY TRIAL**

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, GEOTAG requests a trial by jury of any issues so triable by right.

March 28, 2011

Respectfully submitted,

COLLINS, EDMONDS & POGORZELSKI, PLLC

By: /s/ John J. Edmonds

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ATTORNEYS FOR PLAINTIFF  
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### CERTIFICATE OF SERVICE

I hereby certify that all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system per Local Rule CV-5(a)(3).

March 28, 2011

/s/ John J. Edmonds

John J. Edmonds